

REMARKS

In response to the Office Action mailed November 13, 2007 (hereinafter “Office Action”), claims 1, 4-9, and 13-24 have been amended. Claim 25 has been newly added. Therefore, claims 1-25 are pending. Support for the instant amendments is provided throughout the as-filed Specification. Thus, no new matter has been added.

Reconsideration and the timely allowance of the pending claims, in view of the foregoing amendments and the following remarks, are respectfully requested.

REJECTIONS UNDER 35 U.S.C. § 102

Claims 1-3, 9-11, 18-20, and 24 stand rejected under 35 U.S.C. § 102(e) as being anticipated by O’Neil (U.S. Patent No. 6,226, 364). Applicants respectfully traverse the prior art rejections, under 35 U.S.C. §102(e), for the reasons presented below.

Independent claim 1 positively recites, inter alia, the features:

maintaining at least *two different tariff models for home subscribers*,
each model containing a tariff scheme defining how to charge different calls;

maintaining *in the subscriber-specific subscriber information an indication of a tariff model to be used with this home subscriber to charge different calls, the tariff model being one of said at least two different tariff models* and the indication indicating the tariff model directly or indirectly;
and

determining, *in response to the detecting, a tariff model to be used on the basis of the indication in subscriber’s subscriber-specific subscriber information.*

With this said, Applicants respectfully submit that the O'Neil citations relied upon by the Examiner do little in the way of establishing anticipation.

The Examiner, at page 3 of the Office Action, states that O'Neil discloses “a customer can be a subscriber or a roamer, thus having two different tariff models...” Applicants strenuously disagree.

It appears that the Examiner is alleging that O'Neil discloses one tariff model for subscribers of a host telephone service provider and another tariff model for roamers. Assuming *arguendo*, that the Examiner's assumption is correct (though Applicants' do not concede this), O'Neil discloses that roamers are customers *visiting* the service territory of the host telephone service provider (see O'Neil at column 8, lines 5-7) and are not subscribers of the host telephone service provider. Thus, O'Neil clearly fails to disclose that *two different tariff models* are maintained for *home subscribers*, as required by Applicants' claim 1.

At page 4 of the Office Action, the Examiner, in response to Applicants' arguments (presented in the response of August 21, 2007) that O'Neil fails to disclose local, long distance, international or roaming rates, states that:

“[i]n response, a telephone service provider usually provides or facilitates their clients to make local, long distance, international calls and roaming rates or service. Otherwise, all calls would be charged the same and there would not be any regulations or distinctions as to the types of calls being placed, charged or billed.”

As such, it appears that the Examiner admits that O'Neil fails to disclose local, long distance, international or roaming rates, but provides the above-mentioned conclusionary statement. This is not the proper legal test for anticipation. Indeed, “[a] prior art reference anticipates a patent claim if the reference discloses, either expressly or inherently, all of the limitations of the claim.” *Metabolite Laboratories, Inc. v. Laboratory Corporation of America Holdings*, 370 F.3d 1354, 1367, 71 U.S.P.Q. 2d (BNA) 1081, 1090 (Fed. Cir. 2004)

(quoting *EMI Group N. Am., Inc. v. Cypress Semiconductor Corp.*, 268 F.3d 1342, 1350, 60 U.S.P.Q. 2d (BNA) 1423, 1429 (Fed. Cir. 2001) (citation omitted)); “[t]he identical invention must be shown in as complete detail as is contained in the ... claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Thus, the Examiner has legally erred in rejecting the claims under 35 U.S.C. §102(e).

Moreover, even if O’Neil were construed to include local, long distance, international or roaming rates, these rates do ***not*** correspond different tariff models containing tariff schemes. As such, O’Neil fails to teach or suggest maintaining, at least ***two different tariff models for home subscribers, each model containing a tariff scheme*** defining how to charge different calls, as required by Applicants’ claim 1.

Furthermore, column 15, lines 42-45 of O’Neil discloses that a customer service profile database may include prepaid balance, a credit limit, prepaid rating parameters, and postpaid rating parameters for an account. Column 16, lines 6-9 of O’Neil discloses that prepaid telephone service database includes information regarding prepaid telephone service cards. Column 18, lines 62-65 of O’Neil discloses that a roamer’s customer service profile in the roaming clearinghouse contains historical usage information and verification information. As such, none of the databases of O’Neil maintain an indication of a tariff model (being one of the two different tariff models) to be used with the home subscriber. Thus, O’Neil also fails to disclose maintaining ***in the subscriber-specific subscriber information an indication of a tariff model to be used with this home subscriber to charge different calls, the tariff model being one of said at least two different tariff models***, also as required by Applicants’ claim 1.

Since, O’Neil fails to disclose that the subscriber-specific subscriber information maintains an indication of a tariff model to be used with the home subscriber, O’Neil also fails to disclose that a tariff model to be used is determined based on the indication in subscriber’s subscriber-specific subscriber information, much less, that the tariff model to be

used is determined in response to detecting that a subscriber is making a call. As such, O'Neil fails to disclose determining, *in response to the detecting, a tariff model to be used on the basis of the indication in subscriber's subscriber-specific subscriber information*, also as required by Applicants' claim 1.

For at least these reasons, Applicants submit that O'Neil fails to disclose all the features of Applicants' claim 1. Hence, claim 1 is allowable and withdrawal of the rejection is respectfully requested. Claims 9, 18, 19, and 24 recite similar features as claim 1 and hence are patentable for the same reasons given relative to claim 1.

Moreover, with respect to claims 24, O'Neil further fails to disclose a second of the at least two different tariff models containing a second tariff scheme having a different time definition than the first tariff scheme. Thus, claim 24 is patentable for at least this additional reason as well.

Claims 2-3, 10-11, and 20 depend from one of claims 1, 9 or 19. Thus, these claims are patentable at least by virtue of their dependency as well as for their additional recitations.

REJECTIONS UNDER 35 U.S.C. § 103

Claims 4-8, 12-17, and 21-23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over O'Neil. Applicants respectfully traverse the prior art rejections, under 35 U.S.C. §103(a), for the reasons presented below.

The Examiner, at pages 7 and 8 of the Office Action states that "a subscriber usually uses vouchers to make phone calls using a particular service provider communication system. O'Neil teaches storing customer's profiles, providing different types of services such as local calls, long distance calls and roaming calls." Even if this were true (though Applicants' do not concede this), O'Neil still fails to disclose attaching one tariff model at least to each of *two different types* of vouchers, *maintaining in the subscriber-specific subscriber*

information an indication *of the type of voucher used last for depositing subscriber's prepaid account*; and determining the tariff model to be used *on the basis of the voucher type*, for example. Thus, Applicants submit that O'Neil fails to teach or suggest these features of Applicants' claims 8, 17, 22, and 23, and dependent claims 4, 12, 16, and 21, in addition to the features discussed in the section for rejections under 35 U.S.C. §102(e). Accordingly, immediate withdrawal of the rejections of claims 4, 8, 12, 16, 17, and 21-23 is requested.

Furthermore, Applicants submit that since claims 4-7 depend from claim 1, either directly or indirectly, claims 4-7 are patentable at least by virtue of their dependency as well as for their additional recitations. Accordingly, immediate withdrawal of the rejections of claims 4-7 is respectfully requested.

Applicants further submit that because independent claims 13 and 14 recite similar patentable features as one of claims 1, 8, and 9. Thus, claims 13 and 14 are also patentable for the same reasons set forth above. And, because claims 12, 15, 16, and 21 depend from one of claims 9, 14 or 19, they are patentable at least by virtue of their dependency as well as for their additional recitations. Accordingly, immediate withdrawal of the rejections of claims 12-16 and 21 is respectfully requested.

NEWLY ADDED CLAIM 25

Newly added claim 25 recites features that are similar to at least Applicants' patentable claim 1, and hence is patentable for the same reasons given relative to claim 1.

CONCLUSION

All matters having been addressed and in view of the foregoing, Applicants respectfully request the entry of this Amendment, the Examiner's reconsideration of this application, and the immediate allowance of all pending claims.

Applicants' Counsel remains ready to assist the Examiner in any way to facilitate and expedite the prosecution of this matter. If any point remains in issue which the Examiner feels may be best resolved through a personal or telephone interview, please contact the Undersigned at the telephone number listed below.

Please charge any fees associated with the submission of this paper to Deposit Account Number 03-3975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

PILLSBURY WINTHROP
SHAW PITTMAN LLP



E. R. HERNANDEZ
Reg. No. 47641
Tel. No. 703.770.7788
Fax No. 703.770.7901

Date: May 8, 2008
P.O. Box 10500
McLean, VA 22102
(703) 770-7900